



NEWS

Lecturer Grieves "Reprisal"

NOTE: This is the second in a series of reports on grievances brought by Lecturers or Librarians at UC-Davis against the University.

"Now you are a marked woman: do not be surprised when they try to get rid of you next year."

Words to that effect were the epilogue to a then happily concluded struggle, with the help of the Union, of a UC-Davis Lecturer to regain her job in the Spring of 1986. AFT Representative Nancy Elnor, then president of the Berkeley local, spoke the warning even as she congratulated Lecturer Mary Jane Shadowen for undoing her termination by the UCD Department of Rhetoric.

And the prophecy came true. Approximately one year after she was first fired, Shadowen was fired again.

Now Shadowen and the Union are trying to bring the University before the state's Public Employees Relation Board (PERB) to prove a case of unfair labor practice, namely discriminatory reprisal for Union activities. Shadowen believes her department terminated her, in large part, because she had protested a termination the year before and won.

"I will pursue the grievance this year and not give up because of what the Union did for me in '85-86, when I wasn't a member," Shadowen said this Summer. She sees her second struggle against the University as a matter of principle, that we employees of UCD should not fear or suffer harmful consequences from pursuing legitimate Union procedures, including grievances of employment actions.

True to that commitment, Shadowen continues to pursue her case now almost two years since she first found herself involved in fighting through channels for her job. Two weeks ago she met in San Francisco with Stewart Weinberg, an attorney employed in several UC-AFT cases, to discuss her chances and strategies in trying to bring her suit before the PERB. She currently awaits Weinberg's opinions.

Those of you who read the previous issue of *2023 News* have already deduced that the Shadowen case history overlapped and influenced the

employment grievance of the three terminated part-time Rhetoric Lecturers Nancy Pfister, Bob Johnson and Don Ranstrom. So, kindly pardon the slight redundancy.

In the Winter of '85-86, despite the negotiations then creating the MOU and the University's prohibition of changes in employment procedures during those negotiations, the UCD Department of Rhetoric did change its re-application procedures, including a national search, for its four fulltime Lecturer positions. Much worse, the department apparently applied two different sets of criteria in judging the four then employed teachers; rather, two of them were rehired on "unanimous" departmental judgment without any criteria.

The other two, Shadowen and Mary Kahl, were

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UC Council Meeting

Reopeners Announced

UC-AFT representatives from 8 campuses gathered for a University Council meeting October 3 at the Hacienda Hotel in El Segundo. In attendance were ladder-track faculty, non-senate faculty (including Eric Schroeder and Ellen Lange from U.C. Davis), librarians, administrators, UC-AFT staffers, and a gila monster.

"Every member should try to attend one of these Council meetings to see the Union in action," commented Schroeder, who said UCD Union members have an easy opportunity to do so soon because the Council's next meeting will begin at 9:15 a.m. Saturday, December 5, at the San Francisco Airport Travel Lodge. All members are always welcome. For further information, contact Schroeder or Local President Kevin Roddy at 753-3337.

Lange said she was most impressed by the potential for greater AFT effectiveness thanks to the presence of the two new full-time paid officers, Gary Adest, executive director, and Nicole Mindel, publications editor. Remarkably, Adest

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Grievance Workshop Held Here

Quick, efficient and thorough action is the key to effective use of the grievance procedure, according to Marde Gregory (UCLA Lecturer and chief contract negotiator for Unit 18), Gary Adest (Executive Director of UC-AFT), and Miki Goral (UCLA Librarian and chief contract negotiator for Unit 17), who conducted a workshop here in October.

Fifteen UCD Lecturers and Librarians attended the 90-minute workshop on union grievance procedures on our campus; UC-AFT is providing similar workshops on all the UC campuses this Fall.

The workshop leaders stressed that employees must be familiar with their contracts. Grievances are the appropriate procedure only in cases in which the wrongs felt by employees are violations of the contract. Whenever you feel the contract has been violated, you need immediately to review the contract to find the specific articles and passages which, in your interpretation, have been infringed upon.

Once you have identified the exact nature of the violation, you need to begin to document your case. Keep notes on the situation as it unfolds. If possible, potential grievants should get their administrators to put into writing those requests, directives, or procedures which they feel violate the contract. Similarly, grievants should always take notes after pertinent meetings and phone calls.

Grievance officers are available on campus and should be consulted as quickly as possible. Marlene Clarke, Margaret Eldred, and Carolyn Handa, all lecturers in the English Department, have been studying the grievance procedure and will advise you on whether or not to grieve, as well as how best to gather evidence, put the process into motion, and file your form.

The grievance process contains several steps — and the full responsibility for the first three steps rests with the grievant. First, before formally filing the written grievance, you must attempt to remedy the situation by means of an informal meeting with your immediate supervisor and second, should that prove unsatisfactory, by means of a meeting with that supervisor's supervisor. Only after these steps have been taken may you take the third step and file the formal grievance. In order to facilitate these initial informal meetings, however, you may wish to

have a written copy of the grievance as you intend to file it. After you file the form, Labor Relations will organize the next meeting, usually with Vice-Chancellor Dennis Shimek.

When writing the grievance, be as specific as possible regarding both the action that was taken and the section of the contract which has been violated.

You have only thirty days after you become aware of the problem before your time runs out to file the grievance. Your informal meetings must take place during this period, and thus timeliness is essential. While UCD has been accommodating in the past about missed deadlines, other campuses have discovered that grievances may be disallowed conveniently and irrevocably if deadlines are missed.

The grievance procedure is not limited to union members. Grievances may be filed by all employees covered by the Unit 17 or Unit 18 contracts.

The coordinators emphasized that it is essential that we establish our credibility and our responsibility in using the grievance procedure. The record established within the first year of using the process will affect perceptions of future grievances. If we file legitimate grievances (and thus winnable grievances), the University will recognize the legitimacy of our organization as well as the usefulness of the procedure for both parties.

- Brian Connery

Do Us All A Favor . . .

Pass the word. These words or your own words or your favorite quotation from Samuel Gompers. But with one word or another, help us reach your colleagues, maybe even your office mate, especially all Unit 18 UCD employees, who have not yet joined our Union, the American Federation of Teachers. When you have done with this copy of your 2023 News, pass it on to a friend who may need reminding about the only institution in town that sees and acts upon the interests and problems of the University's academic employees. "Have you joined the Union?" may be all the reminder they need. But if we don't speak to our colleagues, who will?

Conditions in New Building Improve

UCD English Lecturers obtained from their department a variety of physical improvements in the working conditions of their new temporary office building this month, soon after they protested and began grievance procedures with the help of the Union. The department agreed to most of the Lecturers' demands.

In the "Humanities Annex" three to five shared offices smaller than those vacated in Sproul. Three Lecturers teaching over 200 students found one chair for a student visitor; a second chair simply wouldn't fit. Though isolated on the fringe of campus, they had no telephone for emergencies or work. They found desks, chairs, bookcases and nothing else, neither equipment, nor supplies, nor file cabinets, nor a work table.

Seven Lecturers protested and drew up a grievance, citing the Instructional Support article of the MOU

contract. One week later they with President Kevin Roddy of UC-AFT Local 2023 went to meet with English Chair Michael Hoffman, supervisors of the Composition Program, department administrators and UCD Manager of Labor Relations Larry Hoover.

Hoffman announced department agreement to most of the Lecturers' needs and appropriate relief as soon as possible. November 16 the movers came. Now the smaller offices house two Lecturers each; three Lecturers share two of the larger corner rooms. Now the tenants have one common room for paper work, typing and computer terminals. Now they have another common room for spillover conferences with students. Now at least one telephone hangs in the hall. Some kinds of supplies, promised but not yet specified by Hoffman, are still awaited.

Reprisal, continued

not rehired. They immediately protested under existing University regulations (APM 140), and though we are not sure whether it was the UCD administration or their department, one or both of them quickly saw the strength of Shadowen and Kahl's case. On May 5, 1986, they received offers of re-appointment; Shadowen accepted while Kahl left UCD for a new job.

However, the Rhetoric Department had already hired two Lecturers to replace Kahl and Shadowen. So when Shadowen was rehired, the department said it had no choice but to create her salary from the salaries of the three 10-year, part-time veterans Pfister, Johnson and Ranstrom, who have since grieved that termination as unnecessary employee punishment for departmental error.

And this brings us back to Elnor's gloomy prophecy. Even in that moment of victory, she predicted trouble ahead for Shadowen the following year.

The first stormcloud appeared on the first day of the '86-87 school year: Shadowen received notification that only four fulltime Lecturers in Rhetoric would be hired for the following year. In other words, at least one of the five then teaching would not return.

However, Shadowen recalls that she continued to hope for fair treatment in the inevitable competition and went about her business of classes and other voluntary contributions to UCD life until late in November, when she had a shock in an elevator at a convention of the National Speech Communication Association.

In that elevator, crowded with conventioners, she encountered another badge saying "UCD," pinned to her chairman Michael Motley, who proceeded to inquire after, to encourage and to offer specific assistance in her search for a new job, then and three days later back at UCD. Her double surprise was tremendous: she was not aware she was job hunting, but the implication of Motley's attentions in front of strangers hit even harder.

That elevator exchange has become the first piece of what would inevitably have to be circumstantial evidence of her department's unfair labor intentions, of reprisal for her frustrating the department's will the previous year. No one expects a Rhetoric chair or professor to step forward to confess.

But other potential evidence soon followed. In January Shadowen volunteered for and was appointed to give a campus tour for a visiting job candidate. Just before the event, her chair sent her a note saying someone else would provide the tour, letting Shadowen "off the hook." She dashed back a note indicating her particular interest in talking with the candidate and requesting a return to the original plan. In the end, she was physically avoided.

Similarly, her grievance alleges, she was surprised two weeks later when she received the department's response to its fulltime faculty's opinions on the question of departmental workloads: Shadowen had made a lengthy written contribution, but it was altogether ignored in the response.

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Reprisal, continued

Later that month, Feb. 25, she received first notification of her termination. The department said it based its decision on departmental course staffing needs. But Shadowen disputes that by pointing to the variety of courses she has taught here over four years and how that and other work made her better experienced for the departmental needs than at least one other Lecturer who did keep her job.

More potential evidence came to light during Spring Quarter '87, after Shadowen had already, with fresh Union assistance, filed her grievance. She exercised her right to view her personnel file and discovered that it contained only two new items from the '86-87 academic year, by then over 8 months old. Remarkably, Fall and Winter student evaluations of Shadowen were absent. She was equally amazed not to find copies of documents regarding a student complain a few months earlier; nor did she find any copy of a student's complimentary letter written to the

department. To her and others, this exposes that the department, far from seriously considering her candidacy for re-appointment, was all along presuming her termination.

All in all, Shadowen and the Union hope they have a *prima facie* case of anti-union discrimination and reprisal. Neither feel surprise that through the steps of the grievance thus far the UCD department, administration and labor relations officers have rejected that claim. As with many cases, it is difficult to expect an unbiased hearing until we reach a stage (such as PERB) when the judging body is not identical with the opposition party.

Come what may, Shadowen says she is "very pleased with the Union support" and "grateful for the moral and emotional support as well as the spokespeople." The recent progress with her grievance provides her some small comfort during the hardships of unemployment.

Reopeners, continued

has said he wants to be personally involved with all contract disputes. Any member may contact him at PO Box 12911, La Jolla, CA 92037-0690 (619-273-0428).

Marde Gregory, our chief contract negotiator, announced our "reopeners" for next year's mandatory opportunities to revise the Memorandum of Understanding. During Winter Quarter '88 the Union will reopen the contract's provisions for salary and grievance procedures. Our representatives will also introduce a new item: eligibility for committees. The Union is still waiting for the list of articles, if any, that the University intends to reopen.

The council also heard reports on the status of various legal cases:

- Bibliography I Lecturers at UC Berkeley won compensation from the University. In the Berkeley case, 10 grievances had been filed in a two-part case. UC offered \$21,000 to each of the ten original

grievants; in return we'll drop both sets of grievances. UC-AFT voted to accept this settlement, but the thoughtful Berkeley local is still undecided.

- In a Librarian's grievance, the definition of the word "unit" is going to arbitration.

- In the "open files" case, the faculty Association has petitioned the court to become co-defendants with the University. The next motion will be heard in November, with a possible trial date in Spring.

- On the UCLA national search case, a complaint has been issued and a hearing is scheduled for October 8.

- And finally, we are reviewing the new quota system at UCSC, whose administration claims there's only enough money to fund 67% of their soft money slots each year.

At the end of the meeting Gary Adest revealed his guest, a gila monster in a box. Having completed its part in Gary's reasearch, said monster was on its way to freedom in its desert home. May Gary succeed likewise in setting us all free.

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